



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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ALHAMBRA, CALIFORNIA 91803-1331
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P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

September 29, 2005

IN REPLY PLEASE

REFER TO FILE: **AS-0**
73407
Amendment 1

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

MESA HEIGHTS GARBAGE DISPOSAL DISTRICT
SUPERVISORIAL DISTRICT 2
3 VOTES

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the contract work is exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Approve amending Contract No. 73407 with Consolidated Disposal Service, LLC, located in Santa Fe Springs, California, for "Mesa Heights Garbage Disposal District" to include refuse and debris cleanup services from all streets and alleys within the boundaries of the Athens/Woodcrest/Olivita Garbage Disposal District (Athens District). This amendment will become effective on November 1, 2005, or upon Board approval and execution of the amendment, whichever occurs first, and continue on a month-to-month basis for a period not to exceed nine months while Public Works completes the solicitation process for a new contract.
3. Approve increasing the annual maximum contract sum for Contract No. 73407 by \$98,703.36 from \$1,041,887.76 to \$1,140,591.12. Financing for this amendment is available in the Fiscal Year 2005-06 Road Fund budget.
4. Authorize the Director of Public Works to execute this amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On June 19, 2001, Synopsis 69, your Board, acting as the governing body of the Mesa Heights Garbage Disposal District (Mesa Heights District), awarded Contract No. 73407 to Consolidated Disposal Service, LLC, for refuse collection and disposal (Task One), and weekly cleanup of alleys and as-needed cleanup of streets (Task Two) within the District.

On June 21, 2005, Synopsis 67, your Board awarded Contract No. 001568 to H&C Disposal Company, Inc., (H&C) for weekly cleanup of alleys and as-needed cleanup of streets within the Athens District. Public Works and H&C mutually agreed to terminate Contract No. 001568 at the end of the business day on August 9, 2005.

Public Works' Road Maintenance Division has been performing street and alley cleanup in the Athens District since the termination of the contract with H&C to avoid any lapse in service. The earliest possible effective date for this amendment is desirable in order to return Public Works' staff to their normal assigned functions.

The purpose of this action is to extend the service area of Contract No. 73407 to add weekly cleanup of alley rights of way and as-needed street cleanup within the boundaries of the Athens District. These additional services are necessary to ensure that all street and alley rights of way within the Athens District are in a reasonable state of cleanliness to prevent blight.

Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goal of Service Excellence because refuse and debris cleanup protects the environment and the health and safety of Athens District residents and business visitors and improves the quality of life within the Athens District.

FISCAL IMPACT/FINANCING

Based on the contractor's quoted monthly rates, the additional monthly payment to the contractor will be \$5,967.04, plus \$125 per hour for as-needed street cleaning services, increasing the total annual maximum sum for Contract No. 73407 by \$98,703.36 from \$1,041,887.76 to \$1,140,591.12.

Financing for this amendment is included in the Fiscal Year 2005-06 Road Fund budget.

The Honorable Board of Supervisors
September 29, 2005
Page 3

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Prior to the Director executing this amendment, which is substantially reflected in Enclosure A, the contractor will sign. County Counsel has reviewed this amendment as to form.

This amendment will continue the contract's current terms, specifications, and conditions.

ENVIRONMENTAL DOCUMENTATION

These services are categorically exempt from the CEQA as specified in Class 1, Section (x) (22) of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis 57.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this amendment will not result in the displacement of any County employees, as these refuse and debris cleanup services have been contracted with the private sector.

CONCLUSION

One adopted copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE
Director of Public Works

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Enc.

cc: Chief Administrative Office
County Counsel

AMENDMENT 1 TO CONTRACT NO. 73407

MESA HEIGHTS GARBAGE DISPOSAL DISTRICT

THIS AMENDMENT, made and entered into as of this _____ day of _____, 2005, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic, acting on behalf of the Mesa Heights Garbage Disposal District (hereinafter referred to as DISTRICT) and Consolidated Disposal Service, LLC, a California corporation (hereinafter referred to as CONTRACTOR).

W I T N E S S E T H

WHEREAS, Contract No. 73407 was entered into between the DISTRICT and the CONTRACTOR on June 19, 2001, for the collecting, transporting, and disposing/managing of commingled refuse, recyclable materials, and green waste generated by all residences, multi-family residences, businesses and commercial/industrial establishments (Task One), and for the weekly cleanup of all alley rights of way and specific street locations (Task Two) as directed within the DISTRICT; and

WHEREAS, In accordance with Part II, General Requirements, Section 3.G.2, Changes and Amendments of Terms, of the Contract the DISTRICT wishes to extend the service area for Task Two services to include refuse and debris cleanup services from all streets and alleys within the boundaries of the Athens/Woodcrest/Olivita Garbage Disposal District (Athens District); and

WHEREAS, The CONTRACTOR is willing to perform refuse and debris cleanup services in the extended service area under all terms as set forth in Contract No. 73407; and

NOW, THEREFORE, in consideration of these facts and payment to be made by the DISTRICT, the DISTRICT and the CONTRACTOR agree that Contract No. 73407 between them shall be amended as follows:

FIRST: The Contract is hereby amended to provide that the CONTRACTOR shall perform refuse and debris cleanup services from all streets and alleys within the boundaries of the Athens District as shown on Exhibit A. The monthly cost for the extended area will be \$5,967.04, plus \$125 per hour for as-needed street cleaning services, as set forth in the Schedule of Prices attached hereto as Form PW-2, increasing the Contract's annual not-to-exceed amount by \$98,703.36 from \$1,041,887.76 to \$1,140,591.12, or such greater amount as the Board may approve.

SECOND: The CONTRACTOR shall clean up all alleys within the road right of way in the Athens District at least once during each calendar week. Major appliances and metallic discards, covered electronic devices and other consumer electronic devices collected shall not be mixed with regular refuse or other recyclables. In addition, the CONTRACTOR shall be required to clean up specific locations within the streets of the Athens District on an as-needed basis as directed by the designated Contract Manager or

an authorized individual at the hourly rate specified on the Schedule of Prices attached hereto as Form PW-2. The CONTRACTOR shall perform the as-needed cleanup of street locations within 24-hours of receiving the oral request from the Contract Manager or an authorized individual.

THIRD: The CONTRACTOR shall prepare monthly reports providing the following:

1. The quantity of major appliances/white goods, metallic discards, and used tires by weight and final destination.
2. The quantity of refuse, debris, major appliances/white goods, and metallic discards by weight. Copies of all weight tickets issued by the disposal facilities that received the collective refuse.
3. The quantity and weight of covered electronic devices and other consumer electronic devices from the streets and alleys through the DISTRICT and final destination. Include in the reports the number of covered electronic devices and other consumer electronic devices separately and the covered electronic recycler or destination facility that received the collective devices to the Street and Alley Cleanup Program.
4. Any other pertinent information as identified or requested by the Contract Manager.

This information shall be provided in the format shown in Exhibit B and/or may be revised and updated by the Contract Manager. All such reports are to be submitted monthly. The first monthly report shall be due 15 days after the first month of service is completed. All reports shall be forwarded to the County of Los Angeles Department of Public Works, Road Maintenance Division, P.O. Box 1460, Alhambra, California 91802-1460, unless otherwise notified by the Contract Manager. The Contract Manager shall have the authority to reduce or expand the requirements for data information to be reported by the CONTRACTOR as outlined here above.

FOURTH: The CONTRACTOR shall prepare and file with the Contract Manager a cleanup schedule for the alleys prior to starting work.

FIFTH: This AMENDMENT will become effective on November 1, 2005, or upon Board approval and execution of this AMENDMENT, whichever occurs first, and continue on a month-to-month for a period not to exceed nine months.

SIXTH: All other terms, requirements, specifications, conditions and prices of the original Contract shall remain in full force and effect.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES,
Acting on behalf of the
Mesa Heights Garbage Disposal District

By _____
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

CONSOLIDATED DISPOSAL SERVICE, LLC

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

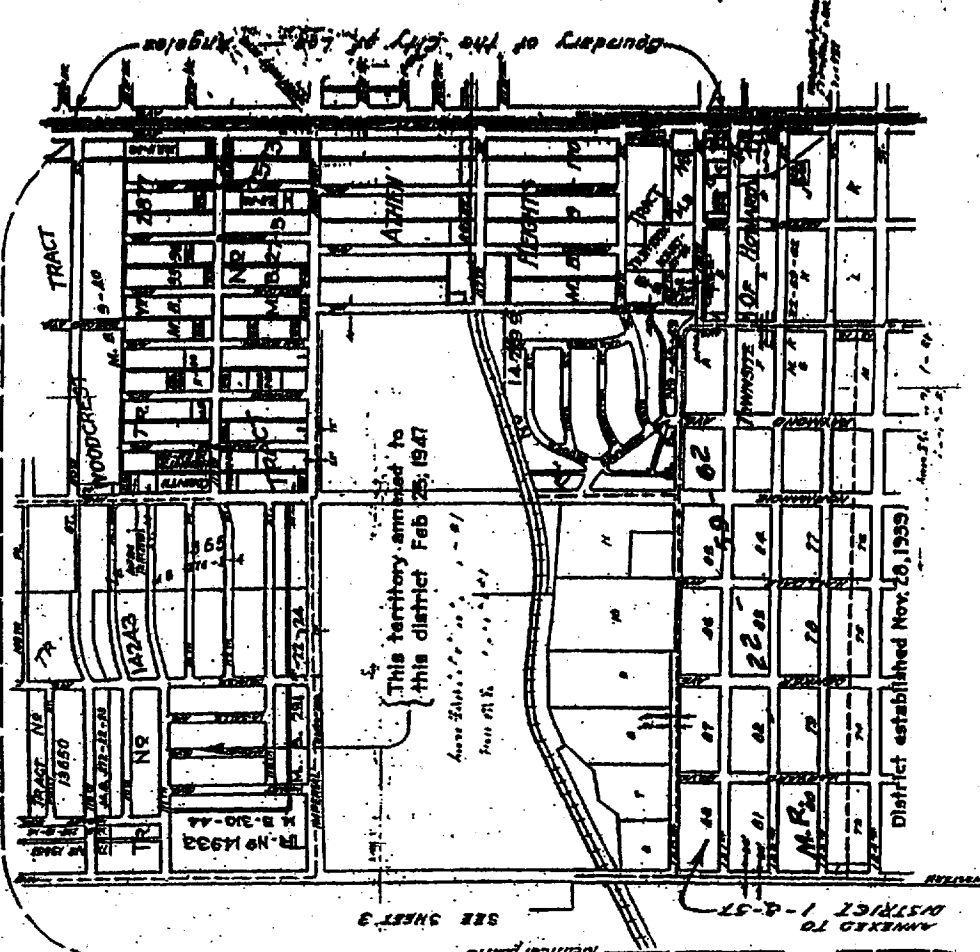
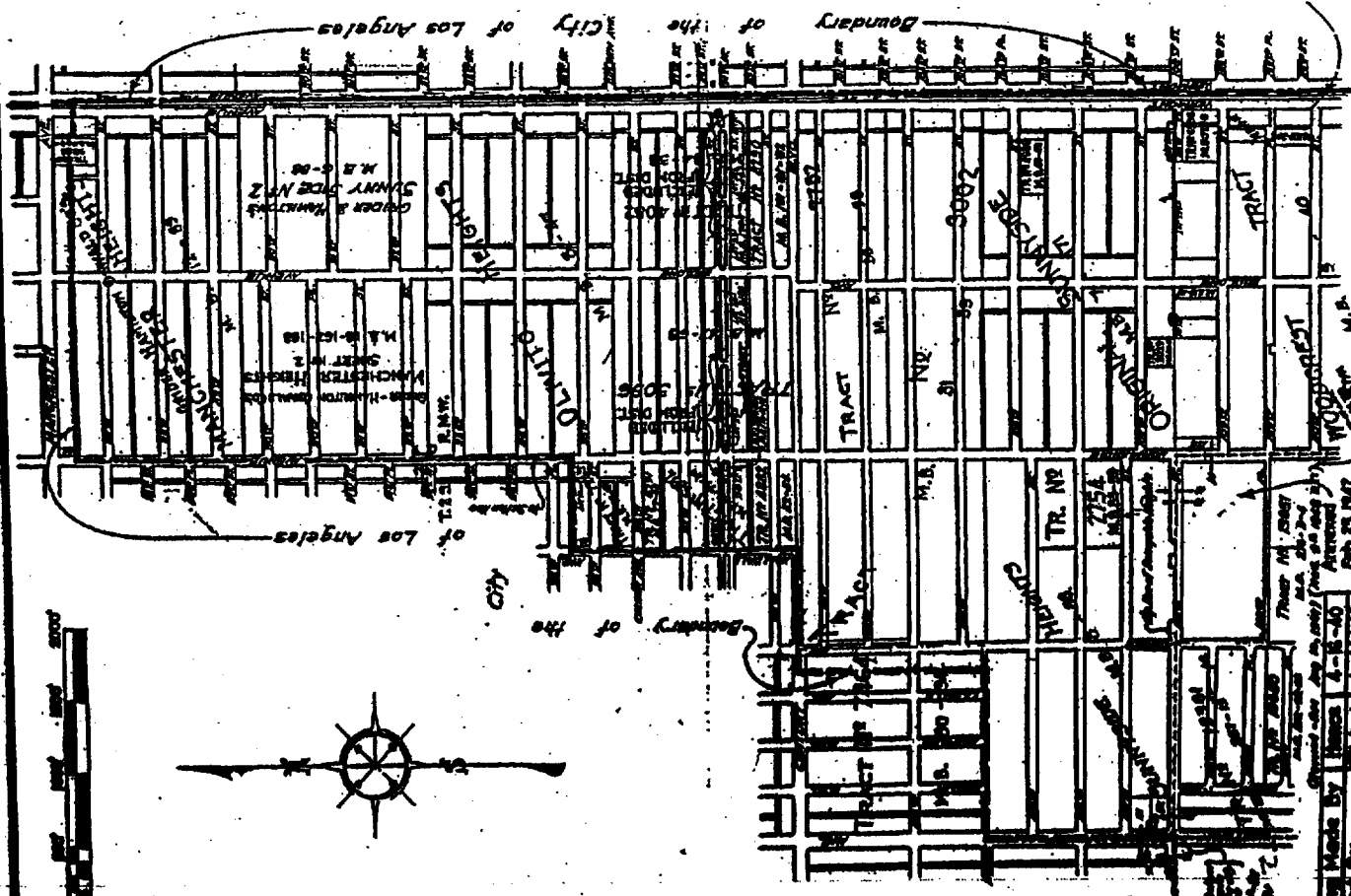
SHEET NO. 1 OF 3

ATHENS-WOODCREST - OLIVITA GARBAGE DISPOSAL DISTRICT

HARVEY T. BRANDT

COUNTY ENGINEER

SCALE: 1" = 800'



SEE SHEET NO. 2

Made By: [illegible]
Checked By: [illegible]
Date: Feb. 25, 1947

SHEET NO. 2 OF 3

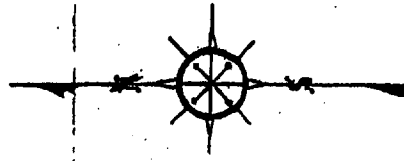
ATHENS-WOODCREST-OLIVITA GARBAGE DISPOSAL DISTRICT

COUNTY ENGINEER

HARVEY T. BRANDT

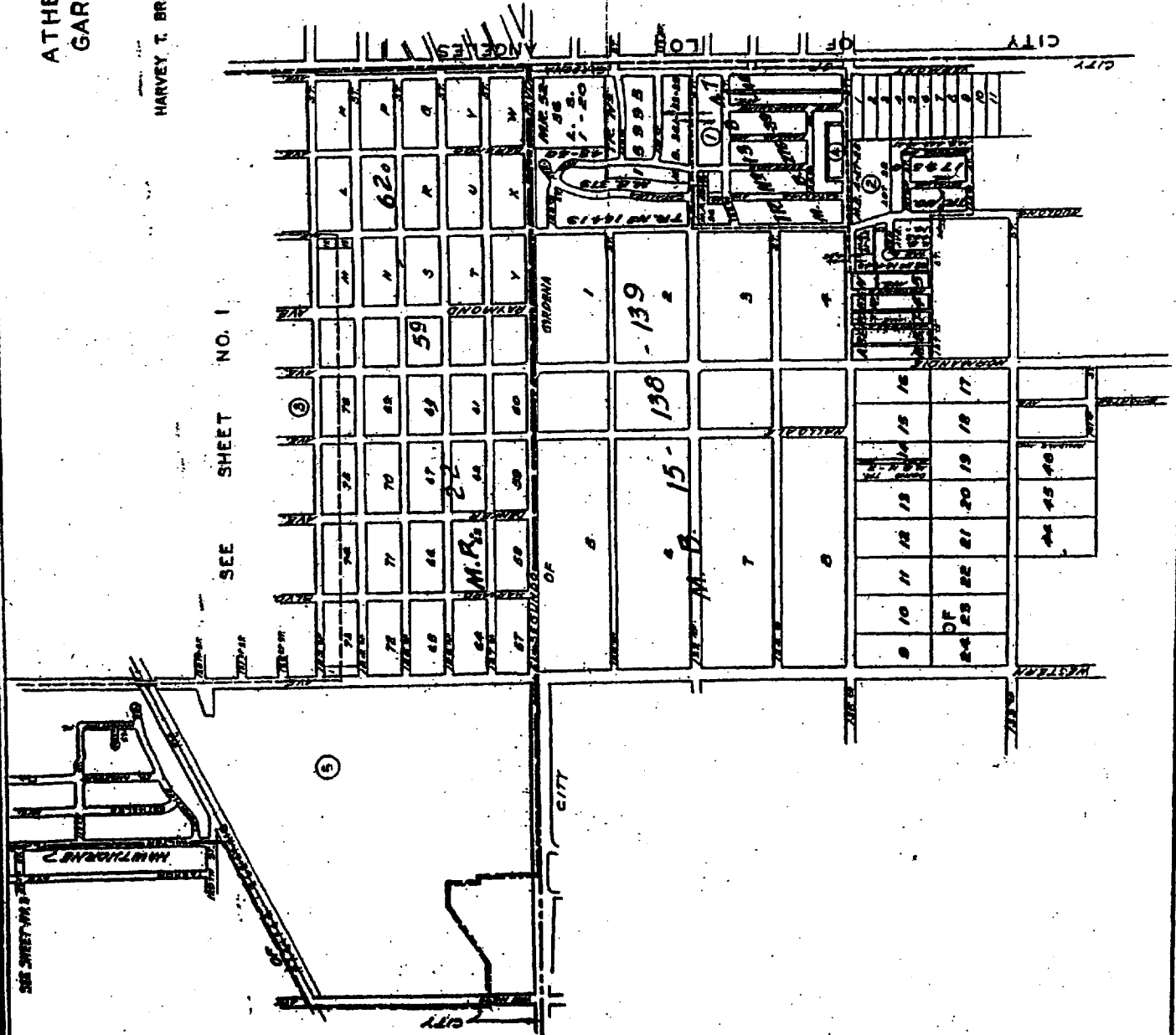
SCALE: 1" = 400'

SEE SHEET NO. 1



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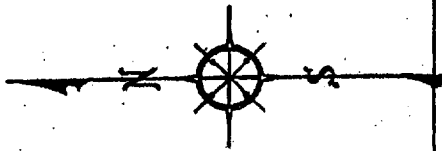
C.S. INDEX NO. 26



**ATHENS-WOODCREST-OLMITA
GARBAGE DISPOSAL DISTRICT**

HARVEY T. BRANDT COUNTY ENGINEER

SCALE: 1/2" = 1'-0"

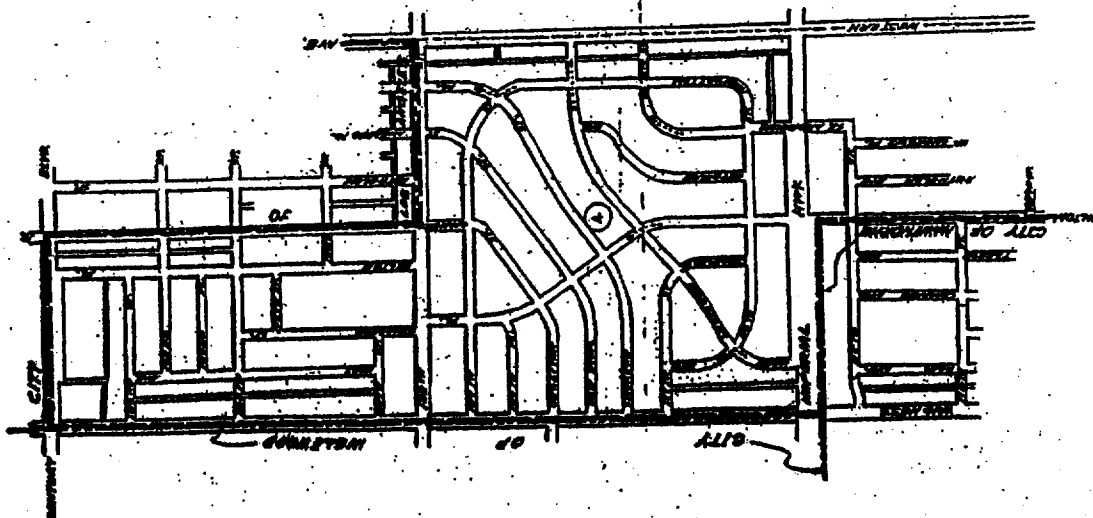


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W. 2 23

14-00000



SEE SHEET NO. 2

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
STREET AND ALLEY CLEANUP SERVICES - ATHENS/WOODCREST/OLIVITA
SOLID WASTE MONITORING AND REPORTING FORM

COMPANY NAME
ADDRESS
PHONE NUMBER
CONTACT PERSON

REPORTING PERIOD (MONTH/YR)

CATEGORY	MATERIAL TYPE	RESIDENTIAL (TONS)		COMMERCIAL (TONS)		INDUSTRIAL (TONS)	
		DIVERSION	DISPOSAL	DIVERSION	DISPOSAL	DIVERSION	DISPOSAL
PAPER	CORRUGATED CARDBOARD						
	MIXED PAPER						
	NEWSPAPER						
	HIGH GRADE LEDGER						
	OTHER PAPER						
PLASTICS	HIGH DENSITY POLYETHYLENE (HDPE)						
	POLYETHYLENE TEREPHTHALATE (PET)						
	FILM PLASTICS						
	OTHER PLASTIC						
GLASS	REFILLABLE BEVERAGE GLASS						
	CA REDEMPTION VALUE GLASS						
	OTHER RECYCLABLE GLASS						
	OTHER NON-RECYCLABLE GLASS						
METALS	ALUMINUM CANS						
	BI-METAL CONTAINERS AND TIN CANS						
	FERROUS METALS						
	NON-FERROUS METALS (INC ALUMINUM SCRAP)						
	WHITE GOODS						
YARD WASTE	GREEN WASTE						
	FOOD WASTES						
	TIRES AND RUBBER PRODUCTS						
	WOOD WASTES						
	AGRICULTURAL CROP RESIDUES						
OTHER ORGANICS	MANURE						
	TEXTILES AND LEATHER						
	INERT SOLIDS (CONCRETE, BRICK, SAND)						
	HOUSEHOLD HAZARDOUS WASTE AND CONTAINERS						
SPECIAL WASTE	ASH						
	SEWAGE SLUDGE						
	INDUSTRIAL SLUDGE						
	ASBESTOS						
	AUTO SHREDDER WASTE						
COVERED ELECTRONIC DEVICES AND OTHER CONSUMER ELECTRONIC DEVICES	AUTO BODIES						
	OTHER SPECIFIC WASTES						
	COMPUTERS/PRINTERS						
	TV/VCR/DVD						
	CELL PHONES, TELEPHONE, ANSWERING, AND FAX MACHINES						
	RADIO/STEREOS/TAPE MACHINES						
	MICROWAVES AND COPY MACHINES						
	WASTE DISPOSAL TOTAL TONNAGE						

SCHEDULE OF PRICES

Using the examples given below calculate your Monthly Unit Rate, Monthly Payment Rate, Hourly Rates, and Total Bid Amount.

The collection and disposal/management of refuse, debris, major appliances/white goods, and metallic discards by weight, and covered electronic devices and other consumer electronic devices by weight from all streets and alleys within the Athens Garbage Disposal District, on a month-to-month basis for a period not to exceed nine months.

1. ALLEYS

EXAMPLE				
Length of Alleys (miles)	Monthly Rate per (mile)	Monthly Payment Rate	Months	Total Amount
12	\$200.4255	\$2,405.11	X 9	= \$21,645.99

Length of Alleys (miles)	Monthly Rate per (mile)	Monthly Payment Rate	Months	Total Amount
12.66	\$ 471.33	\$ 5,967.04	X 9	= \$53,703.36

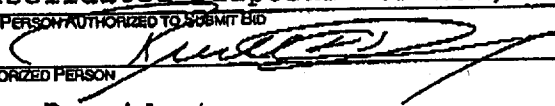
2. STREETS

EXAMPLE		
Hourly Rate*	Estimated Hours	Total Amount
\$120	X 360	= \$43,200

Hourly Rate*	Estimated Hours	Total Amount
\$ 125.00	X 360	= \$ 45,000.00

Total Amount for Item Nos. 1 and 2 – Alleys and Streets \$98,703.36

*Hourly Rate – Includes costs for a driver and helper, necessary supervision, all necessary equipment (trucks, loaders, shovel, rakes, etc.) & material

LEGAL NAME OF BIDDER Consolidated Disposal Service, LLC		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BID 		
TITLE OF AUTHORIZED PERSON Vice President		
DATE 8/29/05	STATE CONTRACTOR'S LICENSE NUMBER N/A	LICENSE TYPE N/A
BIDDER'S ADDRESS: 12949 Telegraph Road, Santa Fe Springs, CA 90670		
PHONE 562-663-3443	FAX 562-663-3494	E-MAIL